

Indenture (Trust Deed) made on November 30th 1853 establishing a board of ten trustees and conveying to them a plot of land in Effingham upon which they were required to erect and maintain a Methodist Chapel

Source: Archivist for the Dorking and Horsham Methodist Circuit

Transcription: made by Christopher and Elizabeth Hogger in August 2020 preserving all eccentricities in spelling variations, capitalizations etc.

This Indenture made the thirtieth day of November One thousand eight hundred and fifty three Between William Miller of Dorking in the County of Surrey Auctioneer and Robert Fish of Islington in the County of Middlesex Surgeon of the first part Elizabeth Johnson of Islington aforesaid the Wife of John Johnson late of Effingham in the County of Surrey Yeoman of the second part John Corderoy of Tooley Street Southwark in the said County of Surrey Merchant Thomas Gurney of Brixton in the said County of Surrey Gentleman John Coulson of Dorking aforesaid Yeoman Henry Cole of Dorking aforesaid Carrier Samuel Beves of Dorking aforesaid Watchmaker Amos Loxley of Little Bookham in the said County of Surrey Yeoman Edward Copley of Little Bookham aforesaid Wheelwright Isaac Arrow of Great Bookham in the said County of Surrey Cordwainer Richard Arrow of Great Bookham aforesaid Cordwainer and William Tilley of Effingham in the said County of Surrey Grocer of the third part and Alexander Puddicombe of Dorking aforesaid (the Superintendant Preacher for the time being of the Circuit in the Methodist Connexion in which the hereditaments hereinafter assured are situate of the fourth part

Whereas

by an Indenture dated on or about the fifth day of April One Thousand eight hundred and forty seven and made between the said Elizabeth Johnson by her then name and description of Elizabeth Fish of Effingham aforesaid Widow of the first part the said John Johnson of the second part and William Tucker of Effingham aforesaid Gentleman and the said William Miller of the third part (being the Settlement executed previously to the marriage then intended and shortly afterwards duly solemnised between the said Elizabeth Johnson and the said John Johnson)

It is witnessed that for the considerations therein expressed the said Elizabeth Johnson (with the consent of the said John Johnson) Did grant bargain sell release and convey unto the said William Tucker and William Miller and their heirs (inter alia) the piece or parcel of land hereinafter described and intended to be hereby granted and conveyed with the appurtenances To hold the same unto the said William Tucker and William Miller and their heirs But nevertheless To the use of the said Elizabeth Fish her heirs and assigns until the said intended marriage should be solemnised and from and after the solemnisation therefore To the use of the said William Tucker and William Miller their heirs and assigns for ever Upon the trusts and for the intents and purposes and under and subject to the powers provisions declarations and agreements in the now reciting Indenture declared and expressed concerning the same and by the said Indenture now in recital it was provided and declared that it should be lawful for the said William Tucker and William Miller and the survivor of them and the executors administrators and assigns of such survivor at any time or times (with the consent and approbation in writing of the said Elizabeth Johnson during her life and afterwards at their or his own discretion) to dispose of and convey either by way of

absolute sale or in exchange as therein mentioned all or any part of the hereditaments and premises thereby granted and released and the Inheritance thereof in fee simple to any person or persons whomsoever for such price or prices or equivalent as to them the said trustees or survivor of them or the executors or administrators of such survivor should seem reasonable and that for the purpose of effectuating such dispositions or conveyance it should be lawful for the said trustees and the survivor of them and the executors and administrators of such survivor by any deed or deeds instrument or instruments in writing sealed and delivered by them or him in the presence of and attested by two or more credible witnesses absolutely to revoke determine and make void all and every or any of the uses trusts powers and provisoes [sic] therein before limited declared and expressed concerning the said premises or any part or parts thereof and by the same or any other deed or deeds instrument or instruments in writing to limit declare and appoint any use or uses estate or estates trust or trusts of the said premises or any part or parts thereof which it should be thought necessary or expedient to limit declare direct or appoint in order to effectuate such sales exchanges dispositions or conveyances as aforesaid and by the said Indenture now in recital it was also declared and agreed that the receipt of the trustees or trustee for the time being acting in the trusts of the said Indenture should be sufficient discharges for any moneys whatsoever payable to them or him under the powers or trusts thereby declared or expressed and no person paying the same should be obliged to see to the application or be answerable or accountable for the misapplication or nonapplication thereof or any part thereof

And by the said Indenture now in recital it was also declared and agreed that if the said William Tucker and William Miller or either of them or any new trustee or trustees to be appointed in their or either of their place as thereafter mentioned should die or be desirous of being discharged from the trusts of the said Indenture or become incapable of acting in the said trusts at any time during the continuance of the same it should be lawful for the surviving or continuing trustee or for the executors or administrators of the surviving trustee by any writing or writings under their or his hands and seals or hand and seal (with the consent in writing of the said Elizabeth Johnson during her life and after her decease at their or his discretion) to nominate and appoint any person or persons to be a trustee or trustees in the place or stead of the trustee or trustees so dying or being desirous to be discharged or becoming incapable of acting as aforesaid and so from time to time (as often as there should be occasion) to appoint any person or persons to be a new Trustee or Trustees in the place of the present or any future trustees to be appointed as aforesaid

And when and so often as any new Trustee or Trustees should be so appointed All and every the trust estates moneys stocks funds and securities which should at the time be vested in the Trustees or Trustee for the time being by virtue of the trusts thereby declared should with all convenient speed be conveyed paid transferred and made over in such manner that the same might become well vested in the new Trustee or Trustees either alone or jointly with the surviving or continuing Trustee or Trustees as the case might require Upon and for the trusts thereby declared concerning the same as fully and effectually as if he and they had been originally by the said Indenture nominated a Trustee or Trustees for the purposes aforesaid

And whereas

by an Indenture dated on or about the twentieth day of July One thousand eight hundred and fifty three and made between the said William Tucker of the first part the said William Miller of the second part the said Elizabeth Johnson of the third part the said Robert Fish of the fourth part John Pontifex Gentleman of the fifth part and the said William Miller and Robert Fish of the sixth part After stating (among other things) that the said William Tucker was desirous of being discharged from the trusts of the said Indenture of Settlement of the fifth day of April One thousand eight hundred and forty seven and that the said William Miller was desirous of appointing the said Robert Fish to be a Trustee in the place or stead of the said William Tucker and that the said Robert Fish had agreed to become such Trustee

It is witnessed that the said William Miller in exercise of the power and authority for that purpose contained in the said Indenture of Settlement of the fifth day of April One thousand eight hundred and forty seven and of all other powers and authorities enabling him in that behalf and with the consent and approbation of the said Elizabeth Johnson Did nominate and appoint the said Robert Fish to be a Trustee in the place and stead of the said William Tucker for all the trusts and purposes and with all the powers and authorities expressed and contained in the said Indenture of Settlement so far as the same trusts purposes powers and authorities were then subsisting undetermined or capable of taking effect

And it is also witnessed that in further exercise of the power and authority contained in the said Indenture of Settlement they the said William Tucker and William Miller did grant release and convey unto the said John Pontifex and his heirs All and every the freehold messuages or tenements lands and hereditaments comprised in and conveyed by the said hereinbefore recited Indenture of Settlement with the appurtenances To hold the same unto the same John Pontifex and his heirs for ever To the use of the said William Miller and Robert Fish their heirs and assigns for ever Upon the trusts nevertheless and for the intents and purposes and with under and subject to the powers provisoes agreements and declarations declared expressed and contained in and by the said recited Indenture of Settlement concerning the same hereditaments and premises or such and so many of the same trusts interests and purposes powers provisoes agreements and declarations as were then subsisting undetermined and capable of taking effect

And whereas the said William Miller and Robert Fish (at the request and by the direction of the said Elizabeth Johnson) testified by this writing under her hand and seal and attested by two or more credible witnesses are [as?] intended to be hereupon indorsed [sic] as witnesses to the signing sealing and delivery of these presents by the said Elizabeth Johnson have contracted and agreed with the said parties hereto of the third [*sic - fourth*] part for the absolute sale to them of the said piece or parcel of land hereinafter described and hereby intended to be assured and the inheritance thereof in fee simple in possession free from all encumbrance at or for the price of fifteen pounds

Now this Indenture Witnesseth

that in pursuance of the said Contract and for the consideration hereinafter expressed the said William Miller and Robert Fish at the request and by the direction of the said Elizabeth Johnson (testified as aforesaid) pursuant to and by virtue of the power or authority in the said William Miller and Robert Fish vested by the hereinbefore recited Indenture of Release and Settlement and of every other power or authority in anywise enabling them in this behalf Do by this present Deed or Writing by them sealed and delivered in the presence of and attested by the two credible persons whose names are intended to be hereupon endorsed as witnesses to the sealing and delivery thereof by the said William Miller and Robert Fish absolutely revoke determine and make void All and every the uses trusts powers and provisoes in and by the hereinbefore recited Indenture of Release and Settlement limited concerning the said piece or parcel of land and hereditaments hereinafter described and intended to be hereby assured so far as the same uses trusts powers and provisoes or any of them relate to or affect the said piece or parcel of land and hereditaments or any part thereof or all such of the same uses trusts powers and provisoes as are not necessary to effectuate and complete the hereinbefore recited contract of Sale and the appointment intended to be hereby made or which do not operate in confirmation of these presents and the uses hereby declared

And this Indenture also Witnesseth that in further pursuance of the said Contract and in consideration of the sum of Fifteen pounds sterling paid by the said several persons parties hereto of the third part to the said William Miller and Robert Fish or immediately before the execution of these presents at the request and by the direction of the said Elizabeth Johnson (testified as aforesaid) to be disposed of by them the said William Miller and Robert Fish according to the trusts of the hereinbefore recited Indenture of Settlement the receipt and payment of which sum the said William Miller and Robert Fish do hereby acknowledge and from the same do and the said Elizabeth Johnson also doth absolutely release and discharge the said parties hereto of the third part their heirs executors administrators and assigns The said William Miller and Robert Fish pursuant to and by virtue of the power or authority in the said William Miller and Robert Fish for this purpose vested by the herein before recited Indenture of Release and Settlement and of every other power or authority in anywise enabling them in this behalf at the request and by the direction of the said Elizabeth Johnson testified as aforesaid

Do by this Deed or writing so by them sealed and delivered and intended to be attested as hereinbefore is mentioned limit declare direct or appoint that the piece or parcel of land and hereditaments hereinafter described and intended to be hereby assured with the appurtenances shall from henceforth remain and be to the uses upon the trusts and for the intents and purposes hereinafter expressed concerning the same

And this Indenture also Witnesseth that in further pursuance of the said Contract and for the consideration hereinbefore expressed They the said William Miller and Robert Fish at the request and by the direction of the said Elizabeth Johnson (testified as aforesaid) and according to their estate right and interest Do and each of them Doth by these presents grant release and convey unto the said several persons parties hereto of the third part and their heirs

All that piece or parcel of land situate in the Street of Effingham in the County of Surrey measuring on the east side thereof Sixty three feet or thereabouts and on the north side thereof Forty two feet or thereabouts and bounded on all other parts by the public road and as the same land is now staked out and upon which a Chapel or Meeting House is forthwith intended to be built Together with all outhouses buildings ways drains watercourses and all and all [sic] manner of rights privileges easements and appurtenances whatsoever to the said hereditaments and premises or any part thereof belonging and the reversion and reversions remainder and remainders of and in the said hereditaments and premises and the rents issues and proceeds thereof and all the estate right title interest property claim and demand whatsoever both at Law and in Equity of them the said William Miller and Robert Fish into or respecting the said hereditaments and premises or any part thereof

To have and to hold the said piece or parcel of land and hereditaments with their and every of their rights and appurtenances and all and singular other the premises hereinbefore granted and released or otherwise assured or intended so to be unto the said several persons parties hereto of the third part and their heirs To the uses upon the trusts and to and for the ends intents and purposes hereinafter declared or expressed concerning the same

And it is hereby declared and agreed between and by the said parties hereto that the direction limitation and appointment herein contained and the grant and release hereinbefore made to the said several persons parties hereto of the third part and their heirs shall be and enure To the use of the said John Corderoy Thomas Gurney John Coulson Henry Cole Samuel Beves Amos Loxley Edward Cropley Isaac Arrow Richard Arrow and William Tilley their heirs and assigns for ever But nevertheless upon the trusts and for the ends intents and purposes and with under and subject to the powers provisoes declarations and agreements hereinafter declared and expressed concerning the same that is to say upon trust that they the said several persons parties hereto of the third part and the survivors and survivor of them and the heirs executors or administrators of such survivor and their and his assigns do and shall erect and build on the ground hereby appointed and released or otherwise assured a Chapel or Meeting house and such extra buildings if any as the said parties hereto of the third part or the major part of them shall think fit or necessary for the Society of Methodists at Effingham aforesaid or of any School established by or belonging to the said Society and upon this further trust that they the said several persons parties hereto of the third part and the survivors and survivor of them and the heirs executors and administrators of such survivor and their or his assigns do and shall at any time and from time to time hereafter by selling or mortgaging the whole or any part of the hereditaments herein before granted and released or otherwise assured or any ~~other~~ [sic] buildings to be erected therein or by granting annuities to any person or persons to be issuing out of and charged upon the said hereditaments buildings and premises or by with and out of the rents issues and profits thereof or the contributions to be raised in the manner hereinafter mentioned or by more than one or by all or any of the aforesaid ways or means or by such other reasonable ways or means as they or he the said trustees or trustee shall think proper levy and raise all such sum and sums of money as shall be requisite or necessary to erect the said Chapel or Meeting House and other buildings or to pay so much of the money (if any) as may have been borrowed by the said parties hereto for the purpose of the erection thereof and may for the time being remain unpaid or any monies which may be borrowed under or by

virtue of these presents for paying any such sum or sums of money as aforesaid and which may be called in by the person or persons advancing the sum of which the Trustees or Trustee for the time being of these presents may think it expedient to pay off and discharge and also any interest which may have accrued due in respect of any such monies and also such sum and sums of money as shall be expending in erecting and finishing any extra buildings on the said piece or parcel of ground and also all such sum and sums of money as shall from time to time be necessary for keeping the said hereditaments buildings premises in proper and sufficient repair and all such other sum and sums of money as shall from time to time be necessary for carrying the trusts herein contained or any of them into execution according to the true intent and meaning of these presents together with lawful interest for all such gross sums of money as shall be so raised

Provided always that any sale or mortgage to be made of the said hereditaments buildings and premises and under or by virtue of these presents may be either in fee or for any term of years and if a Mortgage may contain such powers of sale and of giving receipts to purchasers and other powers as the Mortgage may require and the Trustees executing such mortgage shall think necessary or expedient to be inserted therein and it shall not be incumbent on any Mortgagee or purchaser or proposed Mortgagee or purchaser to enquire into the necessity or propriety of any mortgage or sale

Provided also

And it is hereby declared that before any sale shall be made under the trusts lastly hereinbefore contained the said several persons parties hereto of the third part or the survivors or survivor of them or the heirs executors administrators or assigns of such survivor of their or his assigns or other the trustees or trustee for the time being of these presents shall give notice in writing signed by the major part of them specifying the hereditaments buildings and premises proposed to be sold the sum intended to be raised by such sale and the cause of raising the same and the intended application thereof and shall deliver or cause to be delivered the said Notice to the president of the then next Conference of the People called Methodists hereinafter mentioned or described within seven days next after the said Conference shall assemble and if the said Conference do not provide and pay to the person or persons appointed for the major part of the trustees of the said heritaments buildings and premises for the time being to receive the same sum of money mentioned in such notice within six calendar months after the delivery of the said Notice as hereinbefore is mentioned Then and in such case immediately after the expiration of the said six Calendar months it shall be lawful for the said trustees or trustee for the time being to proceed to make sale of the hereditaments and premises therein mentioned as aforesaid

And upon this further trust that they the said several persons parties hereto of the third part or the survivors or survivor of them or the hiers executors administrators or assigns of such survivor or their or his assigns or other the trustees or trustee for the time being of these presents shall and may by any deed or deeds instrument or instruments in writing to be sealed and delivered by them or him in the presence of and attested by one or more credible witness or witnesses and either referring or not referring to the trusts herein contained demise or lease all such part or parts of the land or hereditaments hereby conveyed as shall be unoccupied as they or the major part of them shall think fit to any person or persons for any term or terms of years at

such yearly rent or rents to be payable during the continuance of the term or interest to be thereby granted with or without taking a fine premium or foregift for the making thereof as the said several persons parties hereto of the third part or the survivors or survivor of them or the major part of them shall determine and think fit or in case the said several persons parties hereto of the third part and the survivors and [sic] survivor of them the heirs executors administrators and assigns of such survivor shall think it more advantageous to let so much of the said lands and hereditaments as shall be unoccupied either from year to year or at will Then upon trust that they and he shall and may let and set the same accordingly for such time and upon such the best terms that can be reasonably had or gotten for the same

And upon this further trust that subject and without prejudice to any Lease Mortgage Sale or Grant which shall from time to time be made under the trusts hereinbefore contained They the said several persons parties hereto of the third part and the survivors and survivor of them and the heirs executors and administrators of such survivor and their and his assigns do and shall permit and suffer the person and persons only as shall be appointed at the yearly Conference of the People called Methodists to be held at London, Leeds, Bristol, Manchester, or elsewhere as established by a certain Deed Poll bearing date the twenty eighth day of February One thousand seven hundred and eighty four under the hand and seal of the late Reverend John Wesley and inrolled [sic] in the high Court of Chancery and no others without the consent of the Superintendant Preacher for the time being of the Circuit in which the said Chapel and hereditaments may be comprised to have the use and occupation of the said Chapel when and so often as he or they shall think proper for the purpose of preaching and expounding God's Holy Word and for performing all other acts of religious worship therein without any suit or interruption whatsoever of or by the said several persons parties herefor of the third part or any of them or their or any of their heirs executors administrators or assigns

Provided always that the Preacher or the person or persons so to be appointed by the Conference as aforesaid shall preach no other doctrines than those which are contained in certain Notes upon the New Testament and the first four Volumes of Sermons published by the late Reverend John Wesley And upon this further trust that they the several persons parties hereto of the third part and the survivors and survivor of them and the heirs executors and administrators of such survivor and their and his assigns do and shall from time to time and at all times hereafter collect and receive of and from the several persons who shall from time to time attend public worship at the said Chapel as aforesaid such sum and sums of money for seat or pew rents or by way of contribution or otherwise as to the several persons parties hereto of the third part or the survivors or survivor of them or the heirs executors or administrators of such survivor or their or his assigns

Together with the superintendent Preacher for the time being of the Circuit in which the said Chapel shall be comprised or the major part of them shall from time to time judge fit and reasonable and do and shall stand and be possessed of and interested in the sum or sums of money which shall be so from time to time collected and received And also from the moneys to arise from the sale or sales of any part or parts of the said hereditaments buildings and premises which shall be sold under the trusts aforesaid or by way of premium for granting any Lease or Leases of the said hereditaments or any part thereof and of the rents issues and profits of all or any part

or parts of the said hereditaments buildings and premises and of all other sum and sums of money which shall yearly or otherwise be collected or received under the trusts herein contained (except such Collections as are commonly made by the Preacher or Leaders of classes or by the said Conference or their special appointment)

Upon the trusts next hereinafter mentioned (that is to say) Upon trust in the first place by and with the same to pay the interest which shall become due in respect of so much of the money as may have been borrowed by the said several persons parties hereto of the third part for the purpose of the erection of the said Chapel or Meeting house upon Notes of hand or other securities or otherwise and also any interest which shall become due in respect of any gross Sum or Sums of money which shall be borrowed on Mortgage of the said Hereditaments Buildings and premises and all annuities which shall be granted under the trusts hereinbefore contained according to the legal priority of the same Mortgages and Annuities respectively

And in the next place do and shall pay and apply the surplus of the monies so from time to time to be collected and received as lastly hereinbefore is mentioned in the payment and discharge of the principal money which has been so borrowed by the said several persons parties hereto of the third part on Notes of hand or other securities or which may hereafter be borrowed by the Trustees or Trustee for the time being of these presents upon their Notes of hand or other similar securities for the trusts and purposes of these presents and also in payment of any monies which shall be expended in erecting and completing and finishing any additional Buildings upon the said premises and in the next place in satisfaction of the sum or sums of money which shall be borrowed upon Mortgage of the said Hereditaments Buildings and premises or in repurchasing any Annuity which shall be granted under the trusts hereinbefore contained

And from and after all such Mortgage and other debts and the interest thereof respectively and all such annuities shall have been fully satisfied and repurchased respectively then do and shall pay and apply the residue or surplus (if any) of the monies so to be collected and received as lastly hereinbefore is mentioned for and towards the support of the Preachers for the time being stationed in the Circuit in which the said Chapel shall be comprised in such manner as the Trustees for the time being and the Men Leaders of Classes of the Methodist Society belonging to the said Chapel or the major part of them shall think proper and if after providing for the support of such last mentioned Preachers there shall remain any further surplus or residue of the said monies then do and shall pay and apply the same for or towards the promotion and furtherance of the preaching of the Gospel by building Chapels or contributing towards the extinguishment of the debts existing upon any Chapels already built and then being in the said Circuit and among such poor persons of the Society of Methodists at Effingham aforesaid as the said Trustees or Trustee for the time being the superintendent Preacher of the said Circuit and the Men Leaders of classes of the Methodist Society belonging to the said Chapel for the time being or the major part of them shall think proper

And it is hereby Agreed that the said several persons parties hereto of the third part and all future Trustees of the said Chapel and premises shall at the four quarterly Meetings of the Circuit comprising the said Chapel held every year produce and shewforth or cause to be produced and shewn to the Preachers and all and every other

the person and persons assembled at such quarterly Meetings and permit extracts to be taken therefrom all and every the Book and Books of account papers and vouchers of the said trustees for the time being relative to the said Chapel and premises and the receipts and disbursements relative to the said trust estate and premises

And upon this further trust that in case at any time hereafter the Society of Methodists belonging to the said Chapel should be dissolved or become extinct or if in consequence of any act of the Legislature or otherwise the said Conference be dissolved or shall not assemble as aforesaid and the said Chapel shall by reason of the nonappointment of Preachers or otherwise cease to be used as a place of religious worship by the said Society for the space of three calendar months or in case the said Trustees or the major part of them for the time being shall be of opinion that a larger or more convenient Chapel shall be necessary then and in either or any of the said cases they the said Trustees or Trustee for the time being do and shall either by public Auction or private Contract and either together or in parcels sell and absolutely dispose of the said Chapel and hereditaments belonging to the same to any person or persons who shall be willing to become the purchaser or purchasers thereof for the best price or prices in money that can be reasonably obtained

And at any such sale by Auction to buy in the said Chapel and hereditaments or any part thereof and again to sell and dispose of the same in the manner aforesaid without incurring any personal liability thereby

And do and shall enter into make sign and execute all such agreements acts deeds and conveyances as shall be necessary for effecting such sales and making effectual conveyances of the hereditaments sold to the respective purchasers and to his her or their heirs executors administrators and assigns

And it is hereby agreed and declared that the receipts and receipt of the Trustees or Trustee for the time being shall be a legal and sufficient discharge for all sum and sums of money which shall be paid to them or him under the trusts herein contained and that after having obtained such receipts or receipt the persons or person paying any such sum and sums of money shall not be answerable for the same or be in anywise bound or concerned to see to the application of the same or any part thereof

And upon this further trust that they the said Trustees or Trustee for the time being do and shall stand and be possessed of the money to be produced by such last mentioned sale or sales In trust by and with the same or a competent part thereof in the first place to discharge all the Mortgage or other debts which shall be then charged upon the said premises or owing by the said Trustees or Trustee for the time being on account of the said Chapel and hereditaments and to repurchase all such Annuities as shall have been granted under the trusts hereinbefore contained and be then subsisting And in the next place in contributing towards the extinguishment of any debt which may be then owing in respect of any other Methodist Chapel situate in the same Circuit as the Chapel and premises so intended to be built at Effingham as aforesaid And in the next place do and shall apply and distribute the residue or surplus if any of the said money to and among such poor persons in the Methodist Society as the Superintendent Preacher of the Circuit comprising the said last mentioned Chapel and the Trustees or Trustee for the time being or the major part of them shall think proper and fit or in the latter case of a larger or more convenient Chapel being required do and shall lay out

and apply such residue or surplus in or towards the purchase or building of another more suitable and convenient Chapel And do and shall hold the same when so purchased or built Upon and for the same trusts intents and purposes as are hereinbefore expressed and contained of and concerning the said Chapel and hereditaments so intended to be built as aforesaid

And it is hereby further agreed and declared that in case any of the Trustees herein named or any person or persons to be appointed in his or their place or stead by virtue of the power and authority hereafter for that purpose contained shall voluntarily withdraw or be excluded from the Methodist Society in conformity with the Rules in their case expressly provided in the Rules of Pacification in the Minutes of the Conference of One thousand seven hundred and ninety five And also in the treaty and concessions made between the Conference and the Delegates of Circuits in the year One thousand seven hundred and ninety seven respectively Then and in such case he or they so withdrawing or ceasing to be a member or members of the said Society and so withdrawing or being excluded shall and will at the expense of the said trust fund and upon the request of the other Trustees for the time being and upon being indemnified by such other Trustees against the payment of any sum or sums of money costs and expences which he or they may have jointly or separately bound himself or themselves to pay in respect of the said Chapel and premises and on being paid all monies which may appear due to him and them on account of the said trust premises release and relinquish assign convey and assure all his or their trust estate and interest in the said hereditaments to the other Trustees of the same for the time being by such acts and deeds and in such manner as the other trustees for the time being or their Counsel learned in the Law shall advise and require

Provided always and it is hereby further declared that when and so often as any of the Trustees hereby appointed or to be appointed as herein is mentioned shall by death incapacity or refusal to act or otherwise be reduced to the number of four then and in every such case the surviving or continuing Trustees or Trustee together with the Superintendent Preacher of the said Circuit for the time being or the major part of them shall within three calendar months after every such reduction shall happen nominate and appoint so many other persons members of the Methodist Society belonging to the said Chapel hereby conveyed or elsewhere to be Trustees of the said Chapel and hereditaments in the room and stead of the Trustees so dying or refusing or becoming incapable to act as Aforesaid so as to make and preserve the number of Trustees ten in the whole And that the surviving or continuing Trustees or Trustee for the time being shall and will also within the said last mentioned time at the costs and charges of the said trust fund well and sufficiently assign convey transfer and set over the said Chapel and hereditaments with their appurtenances in such manner as the same may be duly transferred to or vested in the surviving or continuing Trustees or Trustee and such new Trustees jointly or in such new Trustees solely as occasion may require Upon the trusts and to and for the intents and purposes hereinbefore expressed and contained or so many of such trusts intents and purposes as shall be then existing or capable of taking effect And such new Trustees so to be appointed shall have such and the same powers in all respects to act in the management of the said trust premises either solely or jointly with the surviving or continuing Trustees in as full and ample manner as if they had been originally nominated Trustees in and by these presents

Provided always and it is hereby declared that from time to time and at all times hereafter although the Trustees for the time being of these presents shall not be reduced to the number of four or if through accident neglect or otherwise the appointment of new Trustees shall not be made upon their being reduced to that number they shall be reduced to any less number than four then and in either of the said cases the surviving or continuing Trustees or Trustee together with the said Superintendent Preacher for the time being or the major part of them shall exercise and execute the power hereinbefore contained for the nomination and appointment of new Trustees and it shall be lawful for the then surviving Trustees or Trustee of these Presents to convey and assure the said trust premises as last aforesaid although the said surviving Trustees shall then either exceed or shall be reduced to any number below the said number of four

Provided also And it is hereby declared and agreed that in case the said Conference appointed or to be appointed in pursuance of the said Deed of the twenty eighth day of February One thousand seven hundred and eighty four should at any time or times hereafter cease to be or be dissolved or the said last mentioned Deed shall not be acted upon or in case the said Conference should neglect or refuse to appoint a Preacher for the said Chapel as aforesaid and the same should be unsupplied for three calendar months next after any annual Assembly of the said Conference (except in case of sickness of the Preacher) then and in every such case the said Trustees for the time being or the survivors of them and the Men Leaders of Classes belonging to the said Chapel or the major part of them shall nominate and appoint such person or persons to expound and preach God's Holy Word and to perform all other acts of religious worship in the said Chapel and premises and to have the use and enjoyment thereof and of any dwelling house which shall or may be appropriated for the residence of the Officiating Minister at such times and during such periods as they the said Trustees for the time being or the survivors or survivor of them or the major part of them shall think proper in which case also the net rent and profits of the said Chapel and premises shall be applied in paying the stipend of the person or persons so to be appointed as aforesaid and the remainder thereof if any shall be paid and applied by the Trustees for the time being unto and amongst the poor persons usually attending the said Chapel as the majority of the Trustees for the time being shall direct

Provided nevertheless that the person or persons so to be appointed as last aforesaid preach no other Doctrines than those which are contained in the Notes and Sermons hereinbefore mentioned or referred to and are of sufficient ability and moral in their conduct

And lastly it is hereby declared to be the true intent and meaning of these presents that the several Trustees herein named and every future Trustee so to be appointed as hereinbefore mentioned shall be charged or chargeable with and accountable for those moneys only which he shall actually receive or which may come to his hands by virtue of these presents or of the trusts hereinbefore mentioned and shall not be charged with or accountable for any loss which shall happen of or to the said trust estate moneys and premises or the profits to arise therefrom without his wilful neglect or default nor the one of them his heirs executors or administrators for the other or others of them but each of them only for his own separate acts deeds neglects receipts and defaults And that each of the said Trustees shall retain and reimburse and pay himself and his Co trustee or trustees all costs charges and expences whatsoever

which he or they shall expend or become liable to pay in or about the execution of the trusts hereby created or any of them

And each of them the said William Miller and Robert Fish (so far only as relates to his own acts and deeds and not further or otherwise) doth for himself and his heirs executors and administrators covenant and declare with and to the said John Corderoy, Thomas Gurney, John Coulson, Henry Cole, Samuel Beves, Amos Loxley, Edward Cropley, Isaac Arrow, Richard Arrow and William Tilley their heirs and assigns by these presents that they the said William Miller and Robert Fish have not nor hath either of them at any time heretofore made done committed or executed or knowingly or willingly permitted or suffered any act deed matter or thing whatsoever whereby or by means whereof the said piece or parcel of land and hereditaments hereby released and conveyed or any part thereof are is can shall or may be impeached charged affected or incumbered in title estate otherwise howsoever

In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first before written